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| 10/518,242  | 08/10/2005  | Kati A. Koho         | 60282.00224         | 8356             |
| 32294   | 7590        | 02/01/2008           | EXAMINER            |                  |
| SQUIRE, SANDERS & DEMPSEY L.L.P.<br>14TH FLOOR<br>8000 TOWERS CRESCENT<br>TYSONS CORNER, VA 22182 |             |                      |                     | SCARITO, JOHN D  |
| 3692  |             | ART UNIT             |                     | PAPER NUMBER     |
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**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

|                              |                        |                     |  |
|------------------------------|------------------------|---------------------|--|
| <b>Office Action Summary</b> | <b>Application No.</b> | <b>Applicant(s)</b> |  |
|                              | 10/518,242             | KOHO, KATI A.       |  |
|                              | <b>Examiner</b>        | <b>Art Unit</b>     |  |
|                              | John D. Scarito        | 3692                |  |

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

#### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

#### Status

- 1) Responsive to communication(s) filed on 10 August 2005.  
 2a) This action is FINAL.                    2b) This action is non-final.  
 3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

#### Disposition of Claims

- 4) Claim(s) 1,2 and 4-12 is/are pending in the application.  
 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.  
 5) Claim(s) \_\_\_\_\_ is/are allowed.  
 6) Claim(s) 1,2 and 4-12 is/are rejected.  
 7) Claim(s) \_\_\_\_\_ is/are objected to.  
 8) Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

#### Application Papers

- 9) The specification is objected to by the Examiner.  
 10) The drawing(s) filed on \_\_\_\_\_ is/are: a) accepted or b) objected to by the Examiner.  
     Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
     Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).  
 11) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

#### Priority under 35 U.S.C. § 119

- 12) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
 a) All    b) Some \* c) None of:  
     1. Certified copies of the priority documents have been received.  
     2. Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
     3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

#### Attachment(s)

- |   |   |
|---|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)   | 4) <input type="checkbox"/> Interview Summary (PTO-413)           |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)  | Paper No(s)/Mail Date. _____ .                                    |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)<br>Paper No(s)/Mail Date <u>12/16/04, 1/23/07, 9/11/07</u> . | 5) <input type="checkbox"/> Notice of Informal Patent Application |
|   | 6) <input type="checkbox"/> Other: _____ .                        |

## **DETAILED ACTION**

### ***Preliminary Amendment***

Examiner notes receipt of Applicant's Preliminary Amendment dated 11/21/2007. As such, amended Claims 1-2 & 4-8 are pending, Claims 9-12 are new, and Claim 3 is cancelled.

### ***Specification Objections***

The disclosure is objected to because of the following informalities:

1. Examiner suggests that Applicant review his/her use of acronyms in the specification. For example, Applicant states "ACR" in line 10, page 5 without explanation until lines 5-6, page 9 indicating "Accounting Request". Further IETF (line 18, page 5) is not defined but assumed to stand for "Internet Engineering Task Force" and UMTS is not defined (line 8, page 6). Here Examiner notes that Applicant repeatedly states "network element NE" (line 10, page 6 & line 11, page 6 & line 4, page 7, etc.), voiding the purpose for using acronyms, while defining "network entity" also as "NE" (line 17, page 7). Examiner suggests the use of reference characters to the drawings as opposed to the use of acronyms.

Appropriate correction is required.

***Minor Claim Objections***

Claims 1 & 9-12 are objected to because of the following informalities:

1. As per Claim 1, Examiner suggests that Applicant use numbers or letters with the "indications" (e.g. "(a) a credit....(b) an amount...(c) a source...") for clarity. Further, Examiner suggests that Applicant omit "of the deposit" after "said source" in the requesting step because "deposit" and "credit" are already used in abundance. Lastly, "Diameter Protocol" lacks antecedent basis.
2. As per Claims 9 & 11, Applicant may wish to include "network element" in the body of the Claim. Applicant does not refer back to the preamble.
3. As per Claims 10 & 12, Applicant may wish to include "account server" in the body of the Claim. Applicant does not refer back to the preamble.

Appropriate correction is required.

***Claim Rejections - 35 USC § 112-1<sup>st</sup> Paragraph***

The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

Claims 9-12 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.

As per Claims 9 & 11, Applicant never discusses "an interaction unit" or a "requesting unit" nor explains an "interaction means for" or a "requesting means for" in his/her original disclosure. As such, Applicant should clarify the record if he/she wants to assert specific structure that would have been known to one of ordinary skill in the art, at the time of Applicant's invention. Otherwise, such new matter should be canceled.

As per Claims 10 & 12, Applicant never discusses "a receiving unit" or a "depositing unit" nor explains a "receiving means for" or a "depositing means for" in his/her original disclosure. As such, Applicant should clarify the record if he/she wants to assert specific structure that would have been known to one of ordinary skill in the art, at the time of Applicant's invention. Otherwise, such new matter should be canceled.

***Claim Rejections - 35 USC § 112-2<sup>nd</sup> Paragraph***

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claims 1, 2, 4-9 & 11 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

As per Claim 1, Applicant mixes the use of "credit" and "deposit". For instance, should Applicant be stating "a source of the credit" or "a source of the deposit" in the interacting step? Further, Applicant introduces the Diameter protocol after a requesting step "wherein said requesting...request message identifying the request as a request".

Examiner is concerned with the language chosen and suggests the use of alternate terms

for "request" if different defined terms are intended. [e.g. Does "the request" refer to the Diameter request message? Does "a request" refer to the requesting?] Further, Examiner is unsure whether "an amount" refers to "an amount of credit" and "an account" refers to an account associated to said user terminal. In addition, Examiner suspects that "an associated account" should be "said" associated account. Lastly, Examiner suggests that Applicant state "a first attribute value pair" in view of later Claim 4.

As per Claim 2, the term "value-added" is a relative term which renders the claim indefinite. The term "value-added" is not defined by the claim, the specification does not provide a standard for ascertaining the requisite degree, and one of ordinary skill in the art would not be reasonably apprised of the scope of the invention. Here, Examiner notes that Applicant's specification does not support, what exactly, is value added. [see Applicant's Specification page 3, line 7 & page 7, line 2.] Something may be value-added for one person and not value-added for another.

As per Claim 4, Examiner suggests the use of "second attribute value pair" and "third attribute value pair" to avoid ambiguity in view of Claim 1. Further, Examiner notes Applicant's mixing of "credit" and "deposit" as "amount of credit" has support in Claim 1 and "amount of said deposit" does not.

As per Claim 5, Examiner suggests the use of "second attribute value pair" as noted above.

As per Claim 6, the term "successful" is a relative term which renders the claim indefinite. The term "successful" is not defined by the claim, the specification does not provide a standard for ascertaining the requisite degree, and one of ordinary skill in the

art would not be reasonably apprised of the scope of the invention. Here, Examiner notes that Applicant's specification does not support, what exactly, measures success. [see Applicant's Specification page 3, line 24 & page 5, line 9 & page 10, line 7 (e.g. request message a success?) ] Examiner questions how one of ordinary skill in the art would interpret it being a success. Did the message get sent successfully? Was the message valid? Was the transaction approved? Here, Applicant gives no express direction.

As per Claim 7, said Claim is rejected under the same reasoning as Claim 6 above. Here, Applicant states "an acknowledgement" which could be interpreted as a different acknowledgment from Claim 6 that has a different measure of success. Is this where the transaction is approved? Here Applicant gives not express direction. [see Applicant's Specification, page 3, line 28 & page 10, line 13. ]

As per Claim 8, considering a broadest reasonable interpretation, Examiner questions whether "the amount being deposited" is equal to the amount requested. Examiner did not find clarification of this in Applicant's specification. Further, "an account" should be "said account".

As per Claim 9 & 11, Examiner is concerned that Applicant does not define a "network element". Under a broadest reasonable interpretation, "software" and "people" are elements of a network and would render said Claims non-statutory subject matter. As such, Examiner suggests that Applicant clarify the record. For purposes of examination, Examiner will assume a network element is a "server" [page 7, line 4] or a computer system [page 7, line 24, "network element decides" (e.g. via a processor)].

***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1, 4, 6-12 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hilt et al (5,465,206) in view of Tsuda (09/994,013) [Pub. No.: 2002/0065785].

As per Claim 1, Hilt et al ('206) teaches the method as follows:

interacting with a user terminal [Abstract, Hilt et al ('206) indicates that apparatus used can be "an ATM, [a] PC or [a] telephone keypad" etc.] subscribed to a communication network [Abstract, "payment network" & column 1, line 65, "bill pay service bureau"] , wherein said interacting yields an indication of at least whether a credit is to be deposited on an account [Abstract, "consumers receive bills from participating billers (paper/mail bills, e-mail notices, implied bills for automatic debts)". Here, Examiner notes that one of skill in the art would appreciate that a credit is to be deposited to the biller's account.] associated to said user terminal [Examiner notes that said bill pay system works via PC interaction and that "payment origination is usually done electronically" (column 2, lines 4-5 & see column 2, line 15)], an amount of credit to be deposited, and a source of the deposit, [Hilt et al ('206) discloses using "biller data" (column 2, line 10) to ultimately "credit the amount [due] to the consumer's account with the biller. (e.g. biller's account)" (column 2, lines 13-15, parenthetical added). Here, Examiner notes that said service indicates the source of funds as the "consumer's bank account" (column 2, line 9) either encoded on the instrument

(column 2, line 11) or “included with the [electronic] transfer” (column 2, line 16).] requesting said source of the deposit to deposit said amount of credit on said account associated to said user terminal, [Examiner notes that said requesting is inherent since any account holder must “order” his or her bank or payment service to transfer funds. Regardless, Hilt et al ('206) discloses the practice of “pre-authorization” where “billers get[] pre-authorization from consumers to submit debit requests to consumer’s bank or a service” (column 3, lines 27-29). As such, with pre-authorization, one owed (payee) can request “said amount of credit” automatically from “said source of deposit” (payor account) to a payee account. This known method avoids a period of waiting for said payor to authorize or order his bank to make payment.]

However, Hilt et al ('206) does not specifically disclose:

wherein said requesting is based on the DIAMETER protocol, Regardless, Hilt et al ('206) does teach “participants agree[ing] to a set of protocols [for] data exchange and messaging [] as well as operating regulations” [column 10, lines 41-43]. In this vein, Applicant admits as known, that “DIAMETER is an AAA (Authentication, Authorization, and Accounting) protocol specified in IETF.” [Applicant's Specification, page 5, lines 16-18].

Nevertheless, Tsuda ('013) teaches the use of AAA protocols in “a mobile communication system” for the transmission of an “authentication and accounting request for requesting a desired accounting service at al AAAH server”. As such, it would have been obvious to one of ordinary skill in the art, at the time of Applicant's invention, to modify Hilt et al ('206) to include DIAMETER as the protocol of use for the accounting request (e.g. requesting an amount of credit to an account). One would have been

motivated to do so given that DIAMETER is a known protocol and Tsuda ('013) supports its use in particularly the accounting field.

wherein said requesting comprises generating a DIAMETER request message identifying the request as a request for depositing an amount to an account, Regardless, Hilt et al ('206) does disclose a biller and the biller's bank (service provider) agreeing "on a data transfer protocol for transferring A/R (accounts receivable, i.e. money owed) data" [column 18, lines 66-67, (parenthetical added)]. As such, it would have been obvious to one of ordinary skill in the art, at the time of Applicant's invention, to modify Hilt et al ('206) to include a DIAMETER request message identified as a request for deposit of an amount to an account. See use of DIAMETER discussion above. One would have been motivated to do so given that a biller using a payment network would necessarily be required to provide information where a payment service needs to collect funds and what amount (e.g. accounts receivable). Said payment service would then logically utilize such information to send requests via such agreed upon protocols.

wherein said generated DIAMETER request message further comprises an attribute value pair identifying the user terminal to an associated account of which the deposit is to be deposited. Regardless, Hilt et al ('206) does disclose the use of a "unique biller reference number (BRN) [column 10, lines 47-48] and "pointers" [column 10, line 58] which identify[y]the biller to the payment network" [column 10, lines 47-49] and the "C-B account numbers" (customer's account number with the biller) [column 10, line59]. As such, it would have been obvious to one of ordinary skill in the art, at the time of Applicant's invention, to modify Hilt et al ('206) to include a DIAMETER request message with an attribute value pair for linking a terminal to the account for credit of funds. See use of DIAMETER discussion

above. One would have been motivated to do so because the use of actual account numbers would disclose personal information and the use of an alternate identifier, including an attribute value pair, pointers, or unique identification numbers would avoid this issue and be more secure. [see also column 2, line 10, "encoding the consumer's bank account number"].

As per Claim 4, Hilt et al ('206), as modified, teaches the method of Claim 1 above. However, Hilt et al ('206) does not specifically disclose said generated DIAMETER request message further comprises: an attribute value pair identifying said source of the deposit; and an attribute value pair identifying the amount of said deposit. Regardless, Hilt et al ('206) does disclose the identification of data via "a bar code, or other mechanically or electronically readable form" [column 1, lines 45-6]. In this vein, Hilt et al ('206) specifically notes this data to be "account number, amount due". [column 1, lines 40-41]. Further, Hilt et al ('206) teaches "encoding the consumer's bank account number" with "the biller and MICR data" [column 2, lines 10-11]. Here, Examiner notes that check amounts are commonly known to be encoded in a MICR line. As such, it would have been obvious to one of ordinary skill in the art, at the time of Applicant's invention, to modify Hilt et al ('206) to include an attributed value pair for identifying (a) the source of funds and (b) the amount of funds to be deposited. One would have been motivated to do so for security purposes and to avoid the disclosure of customer information, especially given the use of outside "operations for remittance processing" [column 1, line 35]. Further, such attribute value pairs would further "uniquely identify the consumer" in biller records. [column 3, line 51]

As per Claim 6, Hilt et al ('206), as modified, teaches the method of Claim 1 above.

Further, Hilt et al ('206) teaches acknowledging, by said source, whether said request was successful or not. [“Bank C (consumer’s bank) then submits an electronic transaction, a payment message, into a payment network directed to Bank B (biller’s bank). (see column 10, lines 64-66). Here, Examiner notes that Bank C’s sending of a payment message obligates it to make payment through the payment network to Bank B by debiting their consumer’s account. (column 11, lines 10-14). Thus, said message is acknowledgment that adequate funds were available in consumer’s account and said request is being successfully processed.].

As per Claim 7, Hilt et al ('206), as modified, teaches the method of Claim 6 above.

Further, Hilt et al ('206) teaches depositing said amount to said account associated to said user terminal upon receiving an acknowledgment indicating success. [‘bank B receives a net position from the payment network and credits biller B’s bank account” (column 11, line 14) logically using “BRNs and/or C-B account numbers” (column 10, lines 53-54).].

As per Claim 8, Hilt et al ('206), as modified, teaches the method of Claim 7 above.

Further, Hilt et al ('206) teaches informing said user terminal of the amount being deposited to an account associated to said user terminal. [see Abstract, “biller’s bank...provides A/R data to biller” & column 4, lines 37-38, “account statement....(‘A/R’) data file”. Otherwise, biller would send an (“NSF”) notice”, column 4, line 40.].

As per Claim 9, Hilt et al ('206) teaches the apparatus as follows:

Note: Examiner notes that Claims directed to an apparatus must be distinguished from the prior art in terms of structure rather than function, *In re Danly*, 263 F.2d 844, 847, 120 USPQ 582, 531 (CCPA 1959). As such, a claim containing a “recitation with respect to the manner in which a claimed apparatus is intended to be employed does not differentiate the claimed apparatus from a prior art apparatus” if the prior art apparatus teaches all the structural limitations of the claim. *Ex parte Masham*, 2 USPQ2d 1657 (BPAI 1987).

an interaction unit [“means of data and message processing” (column 12, line 54, (e.g. Examiner interprets this as a computer processor, display, modem, etc. as known in the art) and “computer systems” (column 12, line 56)] configured to interact with a user terminal subscribed to a communication network, wherein said interaction unit is further configured to yield an indication of at least whether a credit is to be deposited on an account associated to said user terminal, an amount of credit to be deposited, and a source of the deposit; [Here, Examiner asserts that computers are inherently configured/programmed to perform the methods desired, such as these limitations as discussed in Claim 1 above.]

a requesting unit [a payment network comprising “[bank] computer systems [connected] to computer systems at other banks through an [access point] device” (column 11, lines 3-4)] configured to request said source of the deposit to deposit said amount of credit on said account associated to said user terminal [Here, Examiner asserts that computers are inherently configured/programmed to perform the methods desired, such as this limitation as discussed in Claim 1 above.]

However, Hilt et al ('206) does not specifically disclose:

wherein said request is based on the DIAMETER protocol, AND wherein said requesting unit is further configured to generate a DIAMETER request message identifying the request as a request for depositing an amount to an account, AND wherein said generated DIAMETER request message further comprises an attribute value pair identifying the user terminal to an associated account of which the deposit is to be deposited. Regardless, Examiner reiterates that Hilt et al ('206) teaches a system implementing "pre-agreed protocols" [column 12, lines 46-47]. Further, Applicant's admission of the known DIAMETER protocol in combination with the teachings of Tsuda ('013) for the use of AAA protocol in communication networks makes said limitations obvious for implementation by an apparatus under the logic as outlined in Claim 1 above. One would have been motivated to do so for efficiency and to avoid computational or number transfer errors. Lastly, Examiner asserts that computers are inherently configured/programmed to perform the methods desired, such as these limitations as discussed in Claim 1 above.]

As per Claim 10, Hilt et al ('206) teaches the apparatus as follows:  
a receiving unit configured to receive a request message from a network entity to deposit an amount of credit on an account associated to a user terminal subscribed to a communication network, [Hilt et al ('206) discloses a bill pay system, with a "central computer" (e.g. network entity, server) that uses an "ATM network (e.g. ATM as the receiving unit) to obtain funds in the amount of the payment from the consumer's ATM-accessible bank account" (column 2, lines 51-54).]

a depositing unit configured to deposit the amount of credit on the account associated to said user terminal. [Hilt et al ('206) discloses a bill pay system, with a "central computer" (e.g. network entity, server) that obtains funds "into an account of the system operator" (column 2, line

55) and then "pay[s] the biller" via "wire transfer, [or] debit network" (column 2, line 56). As such, it is inherent that the ultimate user's (biller's) terminal contains a depositing unit.]

However, Hilt et al ('206) does not specifically disclose:

wherein said request message is based on the DIAMETER protocol, AND wherein said DIAMETER request message identifies the request as a request for depositing an amount to an account, AND wherein said received DIAMETER request message further comprises an attribute value pair identifying the user terminal to an associated account of which the deposit is to be deposited; Regardless, Examiner reiterates that Hilt et al ('206) teaches a system implementing "pre-agreed protocols" [column 12, lines 46-47]. Further, Applicant's admission of the known DIAMETER protocol in combination with the teachings of Tsuda ('013) for the use of AAA protocol in communication networks makes said limitations obvious for implementation by an apparatus under the logic as outlined in Claim 1 above. One would have been motivated to do so for efficiency and to avoid computational or number transfer errors. Lastly, Examiner asserts that computers are inherently configured/programmed to perform the methods desired, such as these limitations as discussed in Claim 1 above.]

As per Claims 11 & 12, Applicant invokes 35 U.S.C §112-6<sup>th</sup> paragraph by (1) utilizing the phrase "means for", (2) modified by functional language, (3) without an indication of sufficient structure, materials or acts to achieve those functions. In this vein, Claims 11 & 12 would ordinarily be construed to cover the corresponding structure, material, or acts disclosed in the specification and equivalents thereof. However, Applicant's specification does not describe any further structure, material or acts. As such, Examiner

will interpret all claim limitations as reading on any prior art means which is capable of performing the specified functions under a broadest reasonable interpretation.

As such, Examiner rejects said Claims under the same logic and evidence of Claims 9 & 10 respectively above.

Claim 2 is rejected under 35 U.S.C. 103(a) as being unpatentable over Hilt et al (5,465,206) in view of Tsuda (09/994,013) [Pub. No.: 2002/0065785] and further in view of Tubinis (10/162,232) [Pub. No.: 2003/0014367].

As per Claim 2, Hilt et al ('206), as modified, teaches the method of Claim 1 above. However, neither Hilt et al ('206) nor Tsuda ('013) specifically discloses said interacting is based on a value-added multimedia application run on a multimedia application server provided in said communication network. Nevertheless, Tubinis ('232) teaches "a subscriber of a communications network" with "capabilities of the application and application server providing the service" of "multimedia content including audio, video, data or any combination thereof" and the charging for such service. [see Abstract]. As such, it would have been obvious to one of ordinary skill in the art, at the time of Applicant's invention, to modify Hilt et al ('206) and Tsuda('013) to include said interacting involving credits associated with multimedia applications. One would have been motivated to do so given that implementation would require "using a multimedia control protocol" which realizes "[r]eal-time [] charging" and updating of accounts. [see Abstract].

Claim 5 is rejected under 35 U.S.C. 103(a) as being unpatentable over Hilt et al (5,465,206) in view of Tsuda (09/994,013) [Pub. No.: 2002/0065785] and further in view of Official Notice.

As per Claim 5, Hilt et al ('206), as modified, teaches the method of Claim 4 above. However, neither Hilt et al ('206) nor Tsuda ('013) specifically discloses the DIAMETER request message is routed to said source based on said attribute value pair identifying said source of the deposit. Regardless, Official Notice is taken that it is old and well-established that banks (as associated with bank accounts) have routing numbers often represented in MICR lines. In line with the discussion in Claim 4 above, it would have been obvious to one of ordinary skill in the art, at the time of Applicant's invention, to modify Hilt et al ('206) and Tsuda ('013) to include the routing of a request message via routing information associated with an attribute value pair which identifies the source of a deposit. One would have been motivated to do so because a routing number is the means for a service provider to direct payments requests (e.g. presentments) to the right institution. Further, Hilt et al ('206) supports entities maintaining a "look up table for consumer[s]", which logically, will associate an attribute value pair to consumer information (e.g. account number at bank) and bank information (e.g. name, proper routing number). Accurate presentment is necessary for any funds transfer to take place.

***Conclusion***

Any inquiry concerning this communication or earlier communications from the examiner should be directed to John D. Scarito whose telephone number is (571) 270-3448. The examiner can normally be reached on M-Th (7:30-5:00), Alternate F (7:30-4:00).

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Kambiz Abdi can be reached on (571) 272-6702. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/John D. Scarito/  
Examiner, Art Unit 3692

John D. Scarito  
Examiner  
Art Unit 3692

/Harish T Dass/  
Primary Examiner, Art Unit 3692